



Release & Waiver of Liability

This Release and Waiver entered into on (date) _____ BY AND BETWEEN Stillwater Refuge, Inc., through its authorized officers and agents, having principal mailing address at P.O.Box 549, 10230 FM 2022 N., Grapeland, Texas 75844-9010 (Retreat Center) AND

(Print Guest's Name) _____, having a physical address at

Email address:

Now Therefore, In exchange for the mutual promises of this Agreement and Visitor's limited license to enter and use the Retreat Center property, Visitor hereby enters into this release and waiver agreement, subject to the following terms and conditions:

- 1. Retreat Center Property:** Retreat Center Property means and includes any and all parcels of real estate owned, operated, leased, or used by Retreat Center as well as any and all personal property, vehicles, hunting blinds, or equipment owned, operated, leased, or used by Retreat Center or located on or within the grounds of the Retreat Center (Retreat Center Property).
- 2. Release and Waiver of Liability:** Visitor hereby releases Retreat Center from and against any and all claims for personal injury or loss that may result to Visitor from Visitor's entry on and use of the Retreat Center Property including the use of the lake, swimming area, rope swing, boats, paintball, ATVs, UTVs, ranch vehicles and all hunting, fishing, archery, and firearm use of any kind. Visitor further holds harmless Retreat Center for any and all personal injuries, losses, or damages sustained by Visitor arising out of Visitor's use or entry on the property of the Retreat Center.
- 3. Personal Responsibility:** Visitor understands and Agrees that Visitor maintains full responsibility for Visitor's safety and well-being and that Visitor will use all diligence, care,

and safety for Visitor's person while entering on or using the Retreat Center Property. This includes the following agreements: **(to be initialed)**

- a. No personal use of dirtbikes, ATVs, UTVs. _____
- b. Visitor agrees to drive on designated roadways and no off-roading, following posted signs or resulting in a fine of \$5,000. _____
- c. No use of illegal drugs as mandated by the State of Texas. _____
- d. SPEED LIMIT is 15 mph _____

4. Construction: This Agreement shall be governed by the laws of the State of Texas and enforced by a court of competent jurisdiction in the State of Texas. Further, the prevailing Party shall be entitled to reimbursement for all legal fees, expenses and costs incurred in such action. If any clause or provision herein shall be found invalid or unenforceable, such clause or provision shall not affect the validity of any other clause or provision, which shall remain in full force and effect. Each of the provisions of this Release shall be enforceable independently of any other provision of this Release and independently of any other claim or cause of action.

AGRITOURISM WAIVER

I UNDERSTAND AND ACKNOWLEDGE THAT AN AGRITOURISM ENTITY IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF AN AGRITOURISM PARTICIPANT RESULTING FROM AGRITOURISM ACTIVITIES. I UNDERSTAND THAT I HAVE ACCEPTED ALL RISK OF INJURY, DEATH, PROPERTY DAMAGE, AND OTHER LOSS THAT MAY RESULT FROM AGRITOURISM ACTIVITIES.

I, the undersigned Visitor, or Legal Guardian of the above-listed Visitor, represent that I have read, understood, and agreed to all of the terms of this Release and Waiver and hereby waive, relinquish, release, and hold harmless Retreat Center from and against any and all claims of Visitor, if any, whether such claims are known or unknown, present or future.

Visitor _____ **&/or Legal Guardian** _____



The rules listed below are important for safety, maintaining quality ranch wildlife, & avoiding misunderstandings. SHOOTING GUESTS MUST READ THE FOLLOWING RULES AND ACKNOWLEDGE THEIR AGREEMENT TO FOLLOW THESE RULES BY SIGNING, PRIOR TO PARTICIPATING IN ANY ACTIVITY AT STILLWATER REFUGE.

Safety is our primary concern, please make it yours and abide by the following:

1. Firearms must be unloaded before being brought inside and/or stored at any ranch building.
2. Firearms must be unloaded before entering & before leaving all ranch shooting facilities or hunting blinds.
3. All shooting guests must have their bolts/breach/action open on firearms when riding in any vehicle.
4. Firearms will only ever be discharged at designated ranch shooting facilities or under the supervision of a ranch hunting guide.
5. All recreational, target shooting guests will receive range orientation and gun safety briefing by ranch staff before discharging any firearm at any of the designated ranch shooting facilities.
6. All shooting guests are responsible for making sure of their targets and what is in front of and beyond their intended target prior to discharging any firearms.
7. No guest, guide, or associate is allowed to consume any alcohol on the same day of any hunt, unless and until the guest, guide or associate has completed shooting/hunting activities for said day.
8. No guest is permitted to be on the ranch without an Owner, partner, or employee unless approved by the Owners. If a guest remains alone in a blind while a guide attends to other matters, the guest shall stay within sight of their assigned blind. Guests are not allowed to walk around the Ranch during hunting hours unless accompanied and supervised by their guide.
9. All hunters must be accompanied by a ranch guide anytime they are in pursuit of an animal.
10. All hunters must qualify in front of a ranch guide, with their weapon of choice, at the shooting range, to prove proficiency and the accuracy of the firearm, before that hunter is qualified to hunt.
11. All hunters will be required to have and provide proof of a valid Texas state hunting license. Hunters shall always carry said license with them while on the Ranch. All hunters must comply with all Federal State & County hunting laws, rules and regulations.
12. A photo of every animal harvested must be taken. All animals harvested must be logged at Gutshack. All wounded animals will be considered dead & all effort will be expended in retrieving the wounded animal. No exceptions.
13. Please be considerate of other guests and ranch staff. Excessive drinking and or drunkenness is not permitted. Excessive profanity and/or vulgarity is not permitted.
14. Only the partners, Owners, and employees of the Ranch are permitted to operate the gate locks and know the combinations. Gates will always remain locked.
15. "What is on the Ranch stays on the Ranch"- Do not borrow or remove anything from the Ranch without approval by the Owner.
16. The Ranch's management reserve the right, in its sole discretion, to terminate your stay and/or hunt at the Ranch without refund and immediately escort you off the Ranch for any violation of any rule.

Signature of Guest

Date